

ADOPTION OF "WESTCHESTER WOODS"
and
DECLARATION OF RESTRICTIONS THEREFOR

This declaration, made and entered into by BAILEY DEVELOPMENT CORPORATION, an Ohio Corporation, this 23rd day of March, 1964.

WITNESSETH THAT:

WHEREAS, Bailey Development Corporation is the owner of the following described real estate, situated in Sylvania Township, Lucas County, Ohio, viz:

Lots numbers 1 thru 135 WESTCHESTER WOODS, a Subdivision in Sylvania Township, Lucas County, Ohio, all of which real estate is hereinafter for convenience referred to as "Westchester Woods";

and

WHEREAS, Bailey Development Corporation desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Westchester Woods, certain easements and rights, in, over and to Westchester Woods, and certain restrictions with respect to the use thereof,

NOW, THEREFORE, Bailey Development Corporation as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grading plan of the lot, including the grade elevations of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwelling shall have been approved in writing by Bailey Development Corporation, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Bailey Development Corporation, and no dwelling except

such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. Lots one (1) thru thirty-two (32) and lots forty-two (42) thru one hundred thirty-five (135) shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one (1) single family, private residence purpose building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

Section 3. Lots thirty-two (32) thru forty-seven (47) inclusive may be used and occupied as multi-family residences not to exceed 2 1/2 stories in height, hereafter for convenience called "dwelling".

Section 4. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said subdivision nor nearer to any side line or rear line than shall be determined by Bailey Development Corporation, in writing at the time of approval of the plans and specifications for said dwelling. This restriction as to the distances at which said dwelling house shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of WESTCHESTER WOODS, but only with the written consent of Bailey Development Corporation.

Section 5. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, in the case of a single family dwelling such garage be made an integral part of said

dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme thereof, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and garage entrance shall have been first approved in writing by Bailey Development Corporation, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Bailey Development Corporation, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage, in the case of a single-family dwelling, being an integral part of said dwelling, shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 6. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by Bailey Development Corporation in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Bailey Development Corporation. Complete specifications for construction of driveway shall be submitted to Bailey Development Corporation and its approval thereof endorsed thereon in writing.

Section 7. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion

thereof; and no weeds, underbrush, or other unsightly growths, shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed or suffered to remain upon said premises until the written consent of Bailey Development Corporation shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 8. In connection with the provisions contained in Sections 3 and 4 above, it is hereby provided that if, in the opinion of Bailey Development Corporation, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said Sections would work a hardship, Bailey Development Corporation may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 9. Bailey Development Corporation reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles, lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 10. Bailey Development Corporation reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of WESTCHESTER WOODS designed as utility rights-of-way, for the construction, operation and maintenance of electric

lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances; and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in WESTCHESTER WOODS, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 11. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Bailey Development Corporation having first been obtained. The right is reserved by Bailey Development Corporation to erect small structures and place signs on any unsold lot or improvements thereon.

Section 12. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract, Bailey Development Corporation reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of WESTCHESTER WOODS.

Section 13. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building. No yard equipment, including power mowers, power shears and similar equipment shall be used by anyone on Sundays or holidays from May 1 to October 1 of each year prior to ten o'clock A.M.

Section 14. Bailey Development Corporation reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by Bailey Development Corporation.

Section 16. Bailey Development Corporation reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Bailey Development Corporation, and Bailey Development Corporation shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Bailey Development Corporation to enforce any of the restrictions, rights, reservations,

limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Bailey Development Corporation shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Bailey Development Corporation.

Section 18. In all instances where plans and specifications are required to be submitted to and are approved by Bailey Development Corporation, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions.

Section 19. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Bailey Development Corporation, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Bailey Development Corporation, and approved by the written powers of attorney of Bailey Development Corporation as then recorded in the records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than seventy dwellings in said WESTCHESTER WOODS, Bailey Development Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Westchester Woods Property Owners' Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Bailey Development Corporation, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned

by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Bailey Development Corporation by an instrument in writing, in the nature of an assignment, vests the Association, if and when formed, with the rights, privileges and powers herein retained by the said Bailey Development Corporation, which said assignment shall be recorded in the Office of the Recorder of Deeds, Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Bailey Development Corporation, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Bailey Development Corporation, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Bailey Development Corporation or its successors or assigns, or the Association, the rights (a) to enter upon the land upon which or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or

lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Bailey Development Corporation or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supercede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed, or any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Bailey Development Corporation reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 9 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Bailey Development Corporation or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by Bailey Development Corporation shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, Bailey Development Corporation has caused this Declaration to be signed by its President and Assistant Secretary on the day and year first above written.

Signed by: BAILEY DEVELOPMENT CORPORATION
Dean Bailey, President
Louise H. Bruggeman, Asst. Secy.

Two witnesses.

Acknowledged March 23, 1964 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 23, 1964 and recorded in Volume 2107 of Mortgages, page 4b2.

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
WESTCHESTER WOODS

This Amendment, made and executed at Toledo, Ohio, on this 25th day of March, 1964, to certain Declaration of Restrictions adopted and established by Bailey Development Corporation for Westchester Woods, a Subdivision in Sylvania Township, Lucas County, Ohio.

WITNESSETH THAT:

WHEREAS, Bailey Development Corporation is the owner of all of the lots in Westchester Woods, a Subdivision in Sylvania Township, Lucas County, Ohio; and

WHEREAS, Bailey Development Corporation adopted and established certain restrictions upon the manner of use, improvements and enjoyment of all of the lots in Westchester Woods, the Declaration of such Restrictions having been filed on March 23, 1964 and recorded in Volume 2107 of Mortgages, page 462, Lucas County, Ohio Records; and

WHEREAS, by the terms and provisions of Section 5 of Article III of said Declaration of Restrictions, Bailey Development Corporation reserved the right to change, modify, alter or rescind any of the restrictions and covenants contained in said Declaration; and

WHEREAS, the numbered lots designated in Section 3 of Article I of said Declaration of Restrictions for use and occupancy as multi-family residences are incorrectly set forth and Bailey Development Corporation desires to amend said Section 3 of Article I thereof.

NOW THEREFORE, Bailey Development Corporation does hereby revoke the terms and provisions of Section 3 of Article I of said Declaration of Restrictions for Westchester Woods and in lieu thereof Bailey Development Corporation hereby substitutes the following Section 3 of Article I the same as if contained in the original Declaration of Restrictions of Westchester Woods dated March 23, 1964.

ARTICLE I

Section 3. Lots thirty-three (33) to forty-one (41) inclusive may be used and occupied as multi-family residences not to exceed 2 1/2 stories in height, hereafter for convenience called "dwelling".

IN WITNESS WHEREOF, Bailey Development Corporation has caused its corporate name to be subscribed hereto by its duly authorized officers on the day and year first above written. This corporation has no corporate seal.

Signed by: BAILEY DEVELOPMENT CORPORATION
Dean Bailey, President
Louise H. Bruggeman, Asst. Secy.

Two witnesses.

Acknowledged March 25, 1964 by said Bailey Development Corporation, by said Officers, being duly authorized in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record March 26, 1964 and recorded in Volume 2108 of Mortgages, page 19.

By Instrument dated February 19, 1973, received for record March 2, 1973 and recorded in Volume 2635 of Mortgages, page 278, Bailey Development Corporation, an Ohio Corporation, transferred and assigned all its rights, privileges and powers in the Restrictions for Westchester Woods, recorded in Volume 2107 of Mortgages, page 462, to Westchester Woods Property Owners' Association.